

1 Richard K. Grosboll, State Bar No. 99729
2 Eileen M. Bissen, State Bar No. 245821
3 NEYHART, ANDERSON, FLYNN & GROSBOULL
4 369 Pine Street, Suite 800
5 San Francisco, CA 94104
6 Tel. (415) 677-9440
7 Fax (415) 677-9445
8 Email: ebissen@neyhartlaw.com

10 ELECTRICAL INDUSTRY SERVICE
11 BUREAU, INC.; NORTHERN
12 CALIFORNIA ELECTRICAL WORKERS
13 PENSION TRUST; SAN FRANCISCO
14 ELECTRICAL INDUSTRY
15 APPRENTICESHIP AND TRAINING
16 TRUST; ELECTRICAL WORKERS
17 HEALTH AND WELFARE TRUST;
18 NATIONAL ELECTRIC BENEFIT FUND;
19 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 6
VACATION FUND; INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 6; and TIM
DONOVAN as Trustee of each of the
Plaintiff Trust Funds except the National
Electrical Benefit Fund and as agent for
Plaintiff National Electrical Benefit Fund.

Case No. 12-cv-05662 JST

**STIPULATION AND [PROPOSED]
CONTINGENT ORDER OF DISMISSAL**

20 Plaintiffs,
21 v.
22 BEAMAN'S, INC., a California corporation;
23
Defendant.

25 The parties hereto stipulate as follows:

1. The parties have reached agreement to settle this case under the terms and

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1 conditions specified in the Settlement Agreement, attached hereto as Exhibit A.

2 2. The settlement involves payment of consideration over time.

3 3. If the settlement payments are not made in a timely fashion or if the Settlement
4 Agreement is otherwise breached, Plaintiffs can file the Stipulation for Entry of Judgment attached
5 hereto as Exhibit B. The Court shall then Order the Entry of Judgment. Plaintiffs have agreed not
6 to file the Stipulation for Entry of Judgment if the Settlement Agreement is complied with in full.
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8 4. The parties agree that Plaintiffs may reopen the matter by filing the Stipulation for
9 Entry of Judgment at any time prior to September 1, 2013, if Defendant fails to pay the
10 consideration due or otherwise violates the terms and conditions of the Settlement Agreement.

11 **IT IS SO STIPULATED.**

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13 Dated: 3/12/13

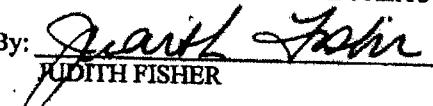
14 BEAMAN'S, INC.

15 By: 
DENIS H. BEAMAN

16
17 Dated: 3/14/2013

Its: Q.E.O.

18 ELECTRICAL INDUSTRY SERVICE BUREAU

19 By: 
JUDITH FISHER

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21 Its: CAO

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GROSBOCK
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1 Respectfully Submitted,

2 Dated: 3.13.2013

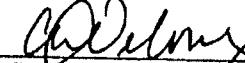
NEYHART, ANDERSON, FLYNN & GROSBOCK

3 By: 

4 EILEEN M. BISSEN
5 Attorney for Plaintiffs

6 Dated: 03-12-2013

OLE MORRISON RINKER & BAKER, LLP

7 By: 

8 CATHERINE W. DELOREY
9 Attorneys for Defendant

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~~PROPOSED~~ ORDER

The parties hereto, having advised the Court that they have agreed to a settlement of this action,

4 IT IS HEREBY ORDERED that this action is dismissed; however, if Plaintiffs certify to
5 this Court, with proof of service of a copy thereon on the Defendant or its counsel, on or before
6 September 1, 2013, that the agreed consideration for the settlement has not been paid or the
7 Settlement Agreement has otherwise been breached, the foregoing Order shall be vacated by this
8 Court and this action shall forthwith be restored to the calendar. Plaintiffs may then file the
9 Stipulation for Entry of Judgment referred to in the above stipulation and proof of payments made
10 by Defendant and reasonable attorneys' fees and costs incurred by Plaintiffs. Judgment will then
11 be entered forthwith.

IT IS SO ORDERED.

14 Dated: March 28, 2013

Jon. Tigar
Honorable Jon S. Tigar
United States District Judge

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GROSBOll
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